

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

**In re: the marriage of:
MARIAMA MONIQUE CHANGAMIRE SHAW,
Petitioner,**

CASE NO.: 14-DR-000666

And

DIVISION: I

**KEIBA LYNN SHAW,
Respondent.**

_____ /

AMENDED PETITION FOR DISSOLUTION OF MARRIAGE

COMES NOW, the Petitioner/Wife, MARIAMA M. CHANGAMIRE SHAW, by and through her undersigned attorneys and files this Amended Petition for Dissolution of Marriage with regard to the marriage of Petitioner to Respondent, KEIBA L. SHAW, and alleges as follows:

1. This is an action for dissolution of marriage.
2. Petitioner and Respondent have been a residents of the State of Florida for more than six (6) months next before filing the Petition.
3. Petitioner and Respondent were duly married to each other on February 5, 2010, in Sunderland, Franklin County, State of Massachusetts, and separated on or about October, 2013.
4. The marriage is irretrievably broken.
5. There were no (0) minor children born of this marriage. No other children are expected and one was adopted, but solely by the Respondent.
6. The Parties entered into the collaborative divorce process and have successfully completed that process. As a result, the Parties have entered into a Collaborative Marital Settlement Agreement; a true and correct copy is attached hereto as Exhibit "A."

7. The Petitioner seeks to have her former maiden name of MARIAMA MONIQUE CHANGAMIRE restored to her. The Respondent seeks to have her former maiden name of KEIBA LYNN SHAW restored to her. The Petitioner and Respondent do not seek a name change for any ulterior or illegal purposes and their name changes will not affect the property rights of any individual or entity.

8. The Parties merely seek to have the Court adopt their Collaborative Marital Settlement Agreement and incorporate the same into a Final Judgment of Dissolution of Marriage.

WHEREFORE, Petitioner prays that this Honorable Court enter a Final Judgment which:

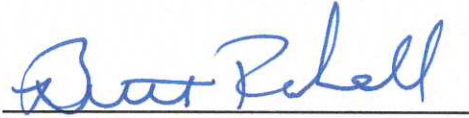
- A. Accepts jurisdiction of the subject matter herein and the parties hereto;
- B. Dissolves the marriage;
- C. Approves, ratifies, and adopts the Collaborative Marital Settlement Agreement, a true and correct copy of which is attached hereto as Exhibit "A."
- D. Restores the Petitioner to her maiden name of MARIAMA MONIQUE CHANGAMIRE.
- E. Restores the Respondent to her maiden name of KEIBA LYNN SHAW.
- F. Awards any other relief determined just and necessary by this Court.



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Attorneys for Petitioner
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email via the E-Portal System to Adam B. Cordover, Esquire at the email addresses provided therein this 17TH day of March, 2014.



BRETT R. RAHALL

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

In re the marriage of:

MARIAMA MONIQUE CHANGAMIRE SHAW,

Petitioner/Wife,

Case No.: 14-DR-000666

and

Division: I

KEIBA LYNN SHAW,

Respondent/Wife.

_____ /

COLLABORATIVE MARITAL SETTLEMENT AGREEMENT

This marital settlement agreement (the "Agreement") is entered into on the 14th day of MARCH, 2014, between Petitioner/Wife, Mariama Monique Changamire Shaw ("Mariama"), and Respondent/Wife, Keiba Lynn Shaw ("Keiba") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties married each other on February 5, 2010, in Sunderland, Franklin County, State of Massachusetts;

WHEREAS, the Parties have been separated since in or about October 2013;

WHEREAS, the Parties last lived together as a married couple in Hillsborough County, Florida;

WHEREAS, the Parties' marriage is irretrievably broken and that marriage counseling would serve no useful purpose;

WHEREAS, pursuant to Hillsborough County Administrative Order 2012-041, the Parties came to this Agreement via the Collaborative Family Law Process utilizing the services of Linda Peterman, LMHC, a Neutral Facilitator/Mental Health Professional, and John L. Sullivan, IV, CDFA, CRPS, a Neutral Financial Professional.


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WHEREAS, both Parties have resided in Florida for at least 6 months prior to the filing of the petition for dissolution of marriage.

WHEREAS, Keiba has one child who was adopted during the marriage: M.D.S., a male, born 2009 in Haiti. Mariama did not adopt M.D.S, and both Parties acknowledge that M.D.S. is a legal stranger to M.D.S.;

WHEREAS, the Parties have no children in common, no common children were adopted, no further children are contemplated, nor is either Party pregnant;

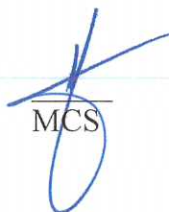
WHEREAS, the Parties recognize that it would be to their financial and emotional detriment to become involved in a prolonged court action concerning the issues in this matter;

WHEREAS, the Parties wish to define their respective rights and responsibilities following dissolution of their marriage insofar as these concern their assets, liabilities, and obligations to contribute financial support;

WHEREAS, the Parties intend that this Agreement shall be binding and the final agreement of the Parties, regardless of whether the State of Florida grants this dissolution of marriage, relief must be sought in another jurisdiction, or dissolution of this marriage cannot be obtained;

WHEREAS, the Parties have completed and exchanged the required family law financial affidavits, and each declares that her financial affidavit is a true depiction of her current financial situation;

WHEREAS, the Parties have exchanged additional disclosure, but the Parties waive their rights, excluding the exchange of financial affidavits, to any further formal mandatory


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disclosures of Rule 12.285, Florida Family Law Rules of Procedure, as they know the extent and nature of each other's assets and liabilities;

WHEREAS, each of the Parties has freely and voluntarily entered into this Agreement without duress or coercion from the other or any third party after due and careful consideration of her present and future financial needs and abilities and after having had the opportunity to consult attorneys concerning the current status of Marital and Family Law in Florida;

WHEREAS, both Parties recognize and agree that time is of the essence in carrying out the provisions of the Agreement, and that, unless otherwise stated, the provisions should become effective at the time both Parties have signed the Agreement; and

WHEREAS, these recitals are an integral part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises encompassing various rights contained herein, the adequacy of which is admitted by the Parties, the Parties agree as follows:

ARTICLE 1

SEPARATION AND NO CONTACT

1.1 The Parties shall continue to live separate and apart. Each Party shall reside at a place of her choosing free from the control and authority of the other. Neither Party shall in any manner annoy, molest, or otherwise interfere with the other Party, or the other Party's property, family, friends, acquaintances, colleagues, co-workers, or supervisors. Additionally, each Party shall refrain from having other persons do the same. Neither Party shall attempt to compel the other to cohabit with her by any means, or exert or demand any right to reside in the home of the other. Neither party shall have any contact with the other Party, by any means, whether in person, by telephone, electronically, through social media, through third parties, or in any other


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manner whatsoever. The only exception to the no contact stipulation is that the Parties may communicate via their attorneys for the sole purpose of carrying out the executory provisions of this Agreement.

ARTICLE 2 **NON-MARITAL CHILD**

2.1 Both Parties reaffirm that only Keiba, and not Mariama, adopted M.D.S. Both Parties agree that Mariama is a legal stranger to M.D.S. and has no obligation of child support for M.D.S. or right of time-sharing with or parental responsibility for M.D.S. Both Parties forever waive and are estopped from making any claim for child support, time-sharing, or parental responsibility over M.D.S.

ARTICLE 3 **EQUITABLE DISTRIBUTION OF** **MARITAL ASSETS AND LIABILITIES**

3.1 **Equitable Distribution:** Except as otherwise outlined in this Agreement, the Parties' assets and liabilities have been amicably divided. Each Party's asset or liability in their possession or name at the date of the execution of this Agreement is their sole and separate asset and/or liability, and shall be for their exclusive use and possession unless otherwise specifically provided for in this Agreement. Except as otherwise provided herein, Parties forever and irrevocably waive their right to property in the other Party's possession or name. Each Party shall forever indemnify the other Party for liabilities in the indemnifying Party's name.

3.2 **Equalizing Payment:** As and for an equalizing payment and in lieu of support, Keiba shall provide \$35,000.00 in certified funds payable to Mariama on or before March 24, 2014. Any fee or penalty charged to Keiba by a financial institution for the early liquidation of \$35,000 from her C.D. and for certification of the funds shall be deducted from this equalizing


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payment. This amount shall be hand delivered to the Ware Law Group. Keiba shall simultaneously provide a receipt for any fees or penalties incurred for this equalizing payment.

3.3 Income Taxes: The Parties both represent to the other that she has declared all income and property, and she has properly claimed all deductions related to her income earned or unearned during the marriage. Neither Party has knowledge of any tax, penalties, nor interest owed on any jointly-filed tax returns. If either Party receives any notices from the Internal Revenue Service related to tax returns on which the other Party could be held liable, she shall immediately give the other Party notice in writing. The Party whose income or deduction is determined to be responsible for any further tax, penalty, or interest shall assume responsibility (including costs for attorney's fees to correct the tax situation), indemnifying and holding the other Party harmless. The Parties shall amend their taxes for 2011, 2012, and 2013 to file with a status of "Married Filing Jointly." The Parties have agreed to engage certified public accounts Girard & Johnson to file those returns. The Parties shall equally split (50/50) any and all refund remaining after payment of the following: All amounts owed to the Neutral Facilitator and Neutral Financial Professional, repayment to Keiba of \$800 for funds advanced for these professionals, and payment of Girard and Johnson for their services. Girard & Johnson shall affect the payment of the amounts due and distribution of the remaining refund. Girard & Johnson have requested a small advance for their work, which shall be equally paid by the Parties. The Parties shall file separate federal income tax returns beginning with calendar year 2014.


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3.4 **Miscellaneous Debts:** Except as otherwise specifically provided herein, each Party shall assume responsibility for all debts she incurred, indemnifying and holding the other Party harmless.

3.5 **Joint Credit Accounts:** Except as otherwise provided in this Agreement, the Parties will take all steps necessary to close all joint credit accounts, including but not limited to credit cards, charge cards, and lines of credit. The Party that incurred any debt remaining from these accounts will be responsible for these debts and hold the other harmless. The Parties agree that the Capital One Credit Cards (ending in XX29 and XX82) is Keiba's sole responsibility and Keiba shall hold Mariama harmless thereon.

3.6 **Post-Dissolution Debts:** Neither Party shall hereafter pledge nor engage the credit of the other and neither shall incur nor contract any debt or obligation upon which either her state could be held liable.

3.7 **Indemnification:** Despite each Party's Agreement to indemnify and hold the other Party harmless, each Party recognizes that the Parties cannot pursuant to an agreement between the two of them obliterate the rights of creditors who are not Parties to this Agreement. Therefore, unless otherwise stated elsewhere, in the event either Party defaults on her obligations as set forth above and creditors pursue their rights against the other Party, the defaulting Party shall assume responsibility for all costs incurred by the non-defaulting Party, including but not limited to satisfaction of judgments and attorney's fees, suit money, and court costs, and shall take all necessary steps to cure the default.


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ARTICLE 4
SPOUSAL SUPPORT AND INHERITANCE

4.1 **Spousal Support:** In return for the equalizing payment listed herein, the Parties forever and irrevocably waive all types of alimony and spousal support.

4.2 **Waiver of Rights of Survivorship:** Except as specifically provided herein, each Party further waives all rights she now has or may hereafter acquire as the other Party's spouse under the present or future laws of any jurisdiction to share in the other Party's estate, act as executor or personal representative of the other Party's estate, or to take against any will or codicil of the other Party.

ARTICLE 5
ATTORNEYS' FEES, SUIT MONEY, AND COSTS

5.1 **Attorneys' Fees and Neutral Professionals' Fees:** Each Party shall be responsible for her own attorneys. Fees for the Parties' neutral professionals shall be paid as described above. The Parties shall be responsible for their own appellate attorney's fees, court costs, and suit money should such expenditures be required.

5.2 **Post-Dissolution Fees:** If it becomes necessary for either Party to petition the Court to enforce any provision contained herein, the Party whose actions are found to have caused the enforcement shall pay all reasonable attorney's fees and costs of the other party.

ARTICLE 6
NON-DISCLOSURE

6.1 **Non-Disclosure of Personal or Financial Information and Confidential Business Information:** The Parties agree not to disclose personal or financial information about the other Party to any third party, except clergy, legal professional, treating mental health professional, or as required by law or permitted in their collaborative participation agreement.


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ARTICLE 7
LEGAL ADVICE

7.1 **Legal Advice:** Both Parties have had access to legal counsel in negotiating this agreement, as well as input from and assistance of a neutral financial advisor and neutral mental health professional. The Parties freely, voluntarily, and with no duress or coercion of any kind, sign this Agreement that represents what they would like the Court to do with, among other things, the assets and liabilities of their marriage. Each Party has had independent legal advice, or has had the opportunity to seek the same, by counsel of her own selection in the negotiation of this Agreement. Each Party is satisfied with her understanding of their respective legal rights and obligations, and each Party is signing this Agreement freely and voluntarily, intending to be bound by it.

7.2 **Tax Advice:** The Parties acknowledge and agree that (i) each Party has had the opportunity to retain her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement; (ii) neither Party has relied upon the tax advice that may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceedings; (iii) each Party has been advised by their respective attorney (if represented) to seek her own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implications involved in this Agreement; and (iv) the Parties' signatures to this agreement serve as their acknowledgement that they have read this paragraph and have had the opportunity to seek independent tax advice.


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ARTICLE 8
EFFECTUATION OF AGREEMENT

8.1 **Dissolution of Marriage:** If approved by the Court, the Court should incorporate this Agreement by reference into the Final Judgment of Dissolution of Marriage; however, the Court should not merge this Agreement into the Final Judgment but should allow this Agreement to survive the Final Judgment and bind the Parties. Even if this Agreement is not approved as a Marital Settlement Agreement in Florida, the Parties agree that this shall be a final, binding settlement agreement for purposes of dissolution of marriage in any jurisdiction that will grant a dissolution of the Parties' marriage. The Agreement shall remain a separate and enforceable contract even if no dissolution of marriage is granted.

8.2 **Reconciliation:** The Parties expressly intend that this Agreement defines their financial rights and responsibilities as to each other now and forever; in the event the Parties reconcile, resuming normal marital relations, they do not intend to abrogate this Agreement; but, absent execution of an agreement renouncing and rescinding this Agreement in the same manner as this Agreement was executed, intend that the Court shall regard this Agreement in any subsequent dissolution of marriage between the Parties as a full and final settlement of the Parties' marital rights and responsibilities. Any property or debt acquired or incurred after the execution of this Agreement shall remain the sole and separate property or debt of the Party who acquired or incurred it. In the event the Parties thereafter acquire property or incur debt jointly, the Court shall distribute this joint property and/or debt in equal shares to the Parties.

8.3 **Other Agreements and Modification:** This Agreement contains the entire understanding between the Parties. Although either Party may petition the Court to modify the terms and provisions of this Agreement as permitted under law, the Court should not approve


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any modifications to this Agreement by the Parties except as otherwise specifically provided herein unless they submit an acknowledged writing executed by both Parties, the Parties' intention being that no oral modification shall bind the Parties. This Agreement also replaces any prior negotiations or agreement of the Parties.

8.4 **Failure to Enforce:** The failure of a Party to insist on strict performance of any provision of this Agreement is not a waiver of any other or subsequent breach.

8.5 **Execution of Documents:** Each Party shall execute and deliver to the other any documents reasonably necessary to effectuate this Agreement within 30 days of execution, unless otherwise provided elsewhere. If either Party fails to comply with this provision, this Agreement shall constitute an actual grant, assignment, and conveyance of property rights with such force and effect necessary to effectuate this Agreement.

8.6 **Separable Provisions:** Each provision in this Agreement is separable. In the event the Court finds any provision invalid for any reason, each and every other provision shall remain in full force and effect, unless otherwise indicated.

8.7 **Governing Law:** Unless otherwise specified, Florida law as of the date of this Agreement shall govern the validity, construction, interpretation, enforcement, and modification of this Agreement.

8.8 **Venue:** Should a Party file a court action pertaining to this Agreement, that court action shall be filed in Hillsborough County, Florida, so long as either Party resides in Hillsborough County, and so long as this Agreement is recognized in Hillsborough County as a Marital Settlement Agreement for purposes of Dissolution of Marriage.


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8.9 **Waiver of 20-Day Rule:** Both Parties agree to waive the 20-day notice of final hearing so that the final hearing may take place at the Court's earliest convenience.

8.10 **General Release:** Except as provided herein, the Parties hereto agree that each releases the other of and from any and all liabilities, debts, and claims that each might now have or may have in the future, or may be entitled to against the other, and accepts this Agreement as a full and complete settlement of all property rights. That except for the rights expressly provided in this Agreement, the Parties for themselves and their respective heirs, personal representative, and assigns, do hereby mutually release, waive, surrender and assign unto the other, her heirs, personal representatives, and assigns, all claims, demands, accounts, and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender, assign to the other, her heirs, personal representatives and assigns, all the right, title, interest and/or claim that said Parties might now have or which they may hereafter have as Husband, Wife, widower, widow, heir, next-of-kin, successor, or otherwise in and to any property, real or personal, that either of said Parties may own or may hereafter acquire (except as provided for in this Agreement), or in respect to which either of said Parties has or may hereafter have any right, title, claim or interest, direct or indirect, including the rights of dower, elective share, homestead, statutory thirds, halves or legal shares, and the widow's or widower's rights of dower, or to participate in any way in the employment or distribution of any of the real or personal estate of which the other may be possessed at the time of her death or any right to receive any legal right to interest whatsoever therein, including the right to administer upon the Estate of the other at the time of death.


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8.11 **Non-Dischargeable in Bankruptcy.** All terms of this Agreement, including but not limited to the division of marital assets or liabilities, alimony, and child support, and including but not limited to any hold harmless or indemnification provisions, are specifically intended by the Parties to be non-dischargeable in the event of bankruptcy.

8.12 **Effective Date:** The effective date of this Agreement shall be the date it is last executed by either Party, unless otherwise indicated for a particular item.

8.13 **Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.14 **Interpretation:** The Parties agree that the final version of this Agreement has been obtained through ongoing negotiations and that the rule of contract construction (that any ambiguous term or provision should be construed against the drafter) shall not apply to this Agreement.

8.15 **Consent to Entry of Final Judgment:** By their execution of this Agreement, each Party does hereby consent to the entry of a final judgment submitted to the Court by the other Party approving, ratifying, and adopting the terms of this Agreement as a judgment of the court.

ARTICLE 9 **NAME CHANGE**

Mariama's name shall be restored to Mariama Monique Changamire. Keiba's name shall be restored to Keiba Lynn Shaw. Neither Party is restoring her name for any illegal or ulterior purpose.


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IN WITNESS WHEREOF, the Parties agree to be bound by this Agreement and that the provisions of this Agreement shall be binding on their respective heirs, next of kin, personal representatives, and administrators.

MARIAMA'S VOLUNTARY EXECUTION OF THE AGREEMENT

Mariama warrants and represents the following:

1. Mariama is in her right mind, is capable of appraising and controlling her conduct, and has carefully read this Agreement in its entirety.
2. Mariama understands all of her rights and obligations under this Agreement. The Agreement accurately reflects the desires of the Parties.
3. The provisions of this Agreement have been negotiated fairly at arm's length without any reliance on mutual trust and confidence.
4. Mariama fully understands the advantages and disadvantages of this Agreement, executes it of her own accord, freely and voluntarily, and not as a result of duress, coercion, or

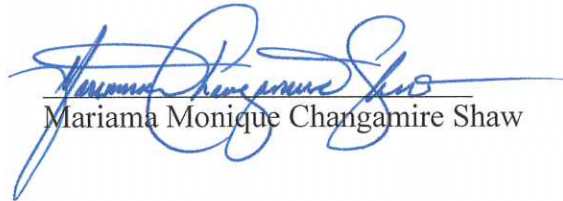

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undue influence, and intends to be bound by it.

5. Mariama acknowledges and stipulates that she has had an opportunity to seek legal advice prior to signing this Agreement.

IN WITNESS WHEREOF, I, Mariama Monique Changamire Shaw, have executed this Agreement on this 4th day of MARCH, 2014.


Mariama Monique Changamire Shaw

I have witnessed the signing of this document by Mariama Monique Changamire Shaw.


WITNESS 1

Linda M. Peterman
WITNESS 1 PRINT NAME


WITNESS 2

John L. Sullivan IV
WITNESS 2 PRINT NAME


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NOTARIZATION

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO and subscribed before me, the undersigned authority, personally appeared **MARIAMA MONIQUE CHANGAMIRE SHAW**, who is personally known to me or who has produced FL. DRIVER LIC. for identification, she acknowledges that she signed the foregoing Marital Settlement Agreement for the purposes therein expressed and she did take an oath on this 14th day of MARCH, 2014.

Brett Rahall

NOTARY PUBLIC or DEPUTY CLERK

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[Print, type, or stamp commissioned name of
notary or clerk.]

KEIBA'S VOLUNTARY EXECUTION OF THE AGREEMENT

Keiba warrants and represents the following:

1. Keiba is in her right mind, is capable of appraising and controlling her conduct, and has carefully read this Agreement in its entirety.
2. Keiba understands all of her rights and obligations under this Agreement. The Agreement accurately reflects the desires of the Parties.
3. The provisions of this Agreement have been negotiated fairly at arm's length without any reliance on mutual trust and confidence.
4. Keiba fully understands the advantages and disadvantages of this Agreement, executes it of her own accord, freely and voluntarily, and not as a result of duress, coercion, or


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undue influence, and intends to be bound by it.

5. Keiba acknowledges and stipulates that she has had an opportunity to seek legal advice prior to signing this Agreement.

IN WITNESS WHEREOF, I, Keiba Lynn Shaww, have executed this Agreement on this 14th day of MARCH, 2014.


Keiba Lynn Shaw

I have witnessed the signing of this document by Keiba Lynn Shaw.


WITNESS 1

Linda M. Peterman
WITNESS 1 PRINT NAME


WITNESS 2

John L. Sullivan
WITNESS 2 PRINT NAME

NOTARIZATION

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO and subscribed before me, the undersigned authority, personally


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appeared **KEIBA LYNN SHAW**, who is personally known to me or who has produced R. DREW LEE for identification, she acknowledges that she signed the foregoing Marital Settlement Agreement for the purposes therein expressed and she did take an oath on this 14TH day of MARCH, 2014.

Brett Rahall

NOTARY PUBLIC or DEPUTY CLERK



[Print, type, or stamp commissioned name of notary or clerk.]

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